

SERFF Tracking Number: WESA-125543455 State: Arkansas  
Filing Company: Ironshore Indemnity, Inc. State Tracking Number: #27358 \$50  
Company Tracking Number: PUB-08-001  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability  
Product Name: Directors & Officers Liability  
Project Name/Number: Directors & Officers Liability New Program Submission/PUB-08-001

## Filing at a Glance

Company: Ironshore Indemnity, Inc.

Product Name: Directors & Officers Liability SERFF Tr Num: WESA-125543455 State: Arkansas  
TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: #27358 \$50  
Made/Occurrence

Sub-TOI: 17.0006 Directors & Officers Liability Co Tr Num: PUB-08-001 State Status: Fees verified and received

Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding  
Author: Westmont Associates Disposition Date: 03/21/2008  
Date Submitted: 03/14/2008 Disposition Status: Approved

Effective Date Requested (New): On Approval Effective Date (New):  
Effective Date Requested (Renewal): On Approval Effective Date (Renewal):

State Filing Description:

## General Information

Project Name: Directors & Officers Liability New Program Submission Status of Filing in Domicile: Pending  
Project Number: PUB-08-001 Domicile Status Comments: Filing was recently made in state of domicile

Reference Organization: Reference Number:  
Reference Title: Advisory Org. Circular:

Filing Status Changed: 03/21/2008  
State Status Changed: 03/21/2008 Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Directors & Officers Public Company New Program Submission

## Company and Contact

### Filing Contact Information

SERFF Tracking Number: WESA-125543455 State: Arkansas  
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(This filing was made by a third party - westmontassociatesinc)

Jennifer Waldron, jenb@westmontlaw.com  
25 Chestnut Street (856) 216-0220 [Phone]  
Haddonfield, NJ 08033 (856) 216-0303[FAX]

**Filing Company Information**

Ironshore Indemnity, Inc. CoCode: 23647 State of Domicile: Minnesota  
1 Exchange Plaza Group Code: Company Type: Property and  
Casualty

55 Broadway, 12th Floor  
New York, NY 10006 Group Name: State ID Number:  
(646) 826-6600 ext. [Phone] FEIN Number: 41-0121640  
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## Filing Fees

Fee Required? Yes  
Fee Amount: \$50.00  
Retaliatory? No  
Fee Explanation: Standard Forms Filing Fee  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Ironshore Indemnity, Inc.	\$0.00	03/14/2008	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
27358	\$50.00	03/11/2008

*SERFF Tracking Number:*      *WESA-125543455*      *State:*      *Arkansas*  
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*Project Name/Number:*      *Directors & Officers Liability New Program Submission/PUB-08-001*

## Correspondence Summary

### Dispositions

<b>Status</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Approved	Edith Roberts	03/21/2008	03/21/2008

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## **Disposition**

Disposition Date: 03/21/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Supporting Document	III - Letter of Authorization	Approved	Yes
Supporting Document	Forms List	Approved	Yes
Supporting Document	Copy of National Specialty Approval	Approved	Yes
Form	Application for Directors & Officers Liability Insurance with Securities Claims Coverage	Approved	Yes
Form	Directors & Officers Liability Insurance Policy with Public Company Securities Claims Coverage with Costs of Defense included in the Limit of Liability Declarations	Approved	Yes
Form	Directors & Officers Liability Insurance Policy with Public Company Securities Claims Coverage	Approved	Yes
Form	Addition to the Term "Subsidiary" (No Additional Premium)	Approved	Yes
Form	Addition to the Term "Subsidiary"	Approved	Yes
Form	Subsidiary - Auto Subsidiary Threshold Decreased	Approved	Yes
Form	Captive Insurance Company Exclusion	Approved	Yes
Form	Commissions Exclusion	Approved	Yes
Form	Employment Practices Claims Exclusion	Approved	Yes
Form	Extradition Coverage	Approved	Yes
Form	Insured Persons Amended	Approved	Yes
Form	Major Shareholder Exclusion	Approved	Yes
Form	Nuclear Energy Liability Exclusion Endorsement (Broad Form)	Approved	Yes
Form	Outside Entity Endorsement	Approved	Yes
Form	Pending & Prior Litigation & Known Wrongful Acts Exclusion for Excess Limits	Approved	Yes
Form	Expanded Policy Period	Approved	Yes

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<b>Form</b>	Prior Acts Exclusion	Approved	Yes
<b>Form</b>	Professional Errors & Omissions	Approved	Yes
	Exclusion (With Securities Claim Carve-Out)		
<b>Form</b>	"Run-Off" Coverage	Approved	Yes
<b>Form</b>	Specific Entity Exclusion (Claims Brought By or Against)	Approved	Yes
<b>Form</b>	Specific Individual Exclusion	Approved	Yes
<b>Form</b>	Specific Investigation/Claim/Litigation/Event or Act Exclusion	Approved	Yes
<b>Form</b>	Arkansas Amendatory Endorsement	Approved	Yes

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Application for Directors & Officers Liability Insurance with Securities Claims Coverage	PUB.001	8/07	Application/ New Binder/Enrollment		0.00	IronPro Public Company Application FINAL.PUB.001.pdf
Approved	Directors & Officers Liability Insurance Policy with Public Company Securities Claims Coverage with Costs of Defense included in the Limit of Liability Declarations	PUB.002	8/07	Declaration New s/Schedule		0.00	IronPro Public Company Declarations Admitted FINAL.PUB.002.pdf
Approved	Directors & Officers Liability Insurance Policy with Public Company Securities Claims Coverage	PUB.003	8/07	Policy/Coverage New Form		0.00	Public Policy.PUB.003.pdf
Approved	Addition to the Term "Subsidiary" (No Additional Premium)	PUB.EX.001	8/07	Endorsement/Amendment/Conditions		0.00	Ironshore Public Form - Addition to Term Sub NO AP.PUB.EX.001.pdf
Approved	Addition to the Term	PUB.EX.002	8/07	Endorsement/Amendment		0.00	Ironshore Public Form



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"Subsidiary"			ent/Condi ons		- Addition to the Term Subs.PUB.E X.002.pdf
Approved	Subsidiary - Auto Subsidiary Threshold Decreased	PUB.EX.0 8/07 03	Endorseme New nt/Amendm ent/Condi ons	0.00	Ironshore Public Form Auto Subs Threshold Amdd to 10.PUB.EX. 003.pdf
Approved	Captive Insurance Company Exclusion	PUB.EX.0 8/07 04	Endorseme New nt/Amendm ent/Condi ons	0.00	Ironshore Public Form Captive Ins Co Exclusion.P UB.EX.004.p df
Approved	Commissions Exclusion	PUB.EX.0 8/07 05	Endorseme New nt/Amendm ent/Condi ons	0.00	Ironshore Public Form Commission s Exclusion.P UB.EX.005.p df
Approved	Empoyment Practices Claims Exclusion	PUB.EX.0 8/07 06	Endorseme New nt/Amendm ent/Condi ons	0.00	Ironshore Public Form Employment Practices Claims Excl.PUB.EX .006.pdf
Approved	Extradition Coverage	PUB.EX.0 8/07 07	Endorseme New nt/Amendm ent/Condi ons	0.00	Ironshore Public Form Extradition Coverage.P UB.EX.007.p df

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Approved	Insured Persons Amended	PUB.EX.0 8/07 08	Endorsement/Amendment/Conditions	0.00	Ironshore Public Form Insured Persons Amended.PUB.EX.008.pdf
Approved	Major Shareholder Exclusion	PUB.EX.0 8/07 09	Endorsement/Amendment/Conditions	0.00	Ironshore Public Form Major Shareholder Exclusion.PUB.EX.009.pdf
Approved	Nuclear Energy Liability Exclusion10 Endorsement (Broad Form)	PUB.EX.0 8/07 10	Endorsement/Amendment/Conditions	0.00	Ironshore Public Form Nuclear Energy Liability Exclusion Endorsement.PUB.EX.010.pdf
Approved	Outside Entity Endorsement	PUB.EX.0 8/07 11	Endorsement/Amendment/Conditions	0.00	Ironshore Public Form Outside Entity Endorsement 2x.PUB.EX.011.pdf
Approved	Pending & Prior Litigation & Known Wrongful Acts Exclusion for Excess Limits	PUB.EX.0 8/07 12	Endorsement/Amendment/Conditions	0.00	Ironshore Public Form Pending Prior Litigation and Known Wrongful Acts Exclusion.PUB.EX.012.pdf
Approved	Expanded Policy	PUB.EX.0 8/07	Endorsement New	0.00	Ironshore

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	Period	13	nt/Amendm ent/Condi ons		Public Form - Policy Period Expanded.P UB.EX.013.p df
Approved	Prior Acts Exclusion	PUB.EX.0 8/07 14	Endorseme New nt/Amendm ent/Condi ons	0.00	Ironshore Public Form Prior Acts Exclusion.P UB.EX.014.p df
Approved	Professional Errors & Omissions Exclusion (With Securities Claim Carve-Out)	PUB.EX.0 8/07 15	Endorseme New nt/Amendm ent/Condi ons	0.00	Ironshore Public Form Prof EO Exclusion (Securities) wcarveout.P UB.EX.015.p df
Approved	"Run-Off" Coverage	PUB.EX.0 8/07 16	Endorseme New nt/Amendm ent/Condi ons	0.00	Ironshore Public Form Run Off Endorsemen t.PUB.EX.01 6.pdf
Approved	Specific Entity Exclusion (Claims Brought By or Against)	PUB.EX.0 8/07 17	Endorseme New nt/Amendm ent/Condi ons	0.00	Ironshore Public Form Specific Entity Exclusion (claims bruoght against).PU B.EX.017.pd f
Approved	Specific Individual	PUB.EX.0 8/07 18	Endorseme New nt/Amendm	0.00	Ironshore Public

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Exclusion	ent/Condi ons	FormSpecific Individual Exclus.PUB. EX.018.pdf
Approved Specific PUB.EX.0 8/07 Investigation/Clai 19 m/Litigation/Event or Act Exclusion	Endorseme New nt/Amendm ent/Condi ons	0.00 Ironshore Public Form Specific Litigation Exclus.PUB. EX.019.pdf
Approved Arkansas PBDO AR 11/07 Amendatory Endorsement	Endorseme New nt/Amendm ent/Condi ons	0.00 Arkansas Amendatory Endorsemen t.pdf



# IRONSHORE INDEMNITY INC.

1 Exchange Plaza  
(55 Broadway) 12<sup>th</sup> Floor  
New York, NY 10006  
(877) IRON411



## APPLICATION FOR DIRECTORS AND OFFICERS LIABILITY INSURANCE WITH SECURITIES CLAIMS COVERAGE

**NOTICE: THIS IS AN APPLICATION FOR A CLAIMS-MADE AND REPORTED POLICY. THE POLICY FOR WHICH THIS APPLICATION IS MADE IS LIMITED TO LIABILITY FOR WRONGFUL ACTS FOR WHICH CLAIMS ARE FIRST MADE WHILE THE POLICY IS IN FORCE AND WHICH ARE REPORTED AS SOON AS PRACTICABLE TO THE INSURER, BUT IN ANY EVENT NO LATER THAN THIRTY (30) DAYS AFTER THE TERMINATION OF THE POLICY.**

**THE LIMIT OF LIABILITY AVAILABLE TO PAY LOSS, INCLUDING JUDGMENTS OR SETTLEMENT AMOUNTS, SHALL BE REDUCED BY AMOUNTS INCURRED FOR COSTS OF DEFENSE. FURTHER NOTE THAT AMOUNTS INCURRED FOR COSTS OF DEFENSE AND SHALL BE APPLIED AGAINST THE APPLICABLE RETENTION AMOUNT.**

**THE POLICY DOES NOT PROVIDE FOR ANY DUTY OR OBLIGATION ON THE PART OF THE INSURER TO DEFEND THE DIRECTORS AND OFFICERS OR THE COMPANY.**

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### 1. GENERAL INFORMATION:

- a) Name of Company \_\_\_\_\_
- b) Address \_\_\_\_\_
- c) Nature of Business \_\_\_\_\_
- d) Date of Incorporation \_\_\_\_\_
- e) State of Incorporation \_\_\_\_\_
- f) Name and Title of officer of the Applicant designated as the Company contact: \_\_\_\_\_  
\_\_\_\_\_

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### 2. STOCK OWNERSHIP:

- a) Total number of common shares outstanding \_\_\_\_\_
- b) Total number of common shareholders \_\_\_\_\_
- c) Are shares publicly traded? ☐ Yes ☐ No  
If Yes, specify the exchange on and the symbol under which they are listed \_\_\_\_\_
- d) Give names and percent owned of any shareholders who hold, directly or beneficially, 5% or more of the common shares outstanding: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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### 3. ANNOUNCED CHANGES:

- a) Has the Company publicly revealed in the past 24 months, or does it contemplate within the next 12 months, any:

- (1) consolidation or merger with any other entity ☐ Yes ☐ No
- (2) acquisition or disposition of any stock, assets or interest in any other corporation, partnership, or joint venture? ☐ Yes ☐ No
- (3) Sale, distribution or divestiture of any assets or stock, other than in the ordinary course of business? ☐ Yes ☐ No

If Yes to any question above, has the Board of Directors approved such action(s)? ☐ Yes ☐ No

Has such action(s) been submitted to the shareholders for approval? ☐ Yes ☐ No  
Attach complete details.

- b) Has the company filed in the past 18 months, or contemplated filing within the next 12 months, any registration statement with any government authority for an offering of securities? ☐ Yes ☐ No

If Yes, provide applicable prospectus.

- c) Has the Applicant or any of its Subsidiaries changed auditors in the past year? ☐ Yes ☐ No ☐ N/A. If "yes" please provide complete details.

**RENEWAL APPLICANTS NEED NOT ANSWER QUESTIONS 4, 5 AND 6.**

**4. PREVIOUS INSURANCE**

- a) Has the Company or any Subsidiary previously held or does it now have any Directors and Officers Liability Insurance or similar insurance? ☐ Yes ☐ No  
If Yes, provide the following details:

INSURER	LIMIT	DEDUCTIBLE	PERIOD FROM /TO	PREMIUM
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

- b) Provide details of any prior claim under such insurance (if none, so state) \_\_\_\_\_  
\_\_\_\_\_

- c) Has any Insurer cancelled or refused to renew any Directors and Officers Liability Insurance or similar insurance within the past 3 years? ☐ Yes ☐ No  
If Yes, provide complete details.

\_\_\_\_\_  
\_\_\_\_\_

**5. PREVIOUS EXPERIENCE:**

- a) Has the Company, or anyone for whom insurance is intended, been involved in the following:
- (1) any antitrust, copyright or patent litigation? ☐ Yes ☐ No

(2) any civil or criminal action or administrative proceeding alleging a violation of any federal or state security law or regulation? ☐ Yes ☐ No

(3) any representative actions, class actions, or derivative suits? ☐ Yes ☐ No

If Yes to any of the above, provide details:

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b) Are there any pending claims against anyone for whom this insurance is intended which may fall within the scope of coverage afforded by any similar insurance presently or previously in effect?  
☐ Yes ☐ No

If Yes, provide complete details.

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c) Has anyone for whom this insurance is intended given notice under the provisions of any other previous or current similar insurance policy of any facts or circumstances which may give rise to a claim being made against the Company and/or any Director and/or Officer?

☐ Yes ☐ No

If Yes, provide complete details.

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IT IS UNDERSTOOD AND AGREED THAT IF ANY SUCH CLAIMS EXIST, WHETHER REPORTED OR NOT REPORTED, OR ANY SUCH FACTS OR CIRCUMSTANCES EXIST WHICH COULD GIVE RISE TO A CLAIM HAVE BEEN REPORTED, THEN THOSE CLAIMS AND ANY OTHER CLAIMS ARISING FROM SUCH FACTS OR CIRCUMSTANCES ARE EXCLUDED FROM THE PROPOSED INSURANCE.

6. PRIOR KNOWLEDGE:

Does anyone for whom insurance is intended have any knowledge or information of any act, error, omission, fact or circumstance which may give rise to a claim which may fall within the scope of the proposed insurance? ☐ Yes ☐ No

If Yes, provide complete details.

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IT IS UNDERSTOOD AND AGREED THAT IF SUCH KNOWLEDGE OR INFORMATION EXISTS WHETHER DISCLOSED ABOVE OR NOT, ANY CLAIM ARISING THEREFROM IS EXCLUDED FROM THIS PROPOSED INSURANCE.

7. MATERIALS REQUESTED:

As an attachment to this Application, please include the following (where applicable):



- Complete list of all Directors and Officers to include their name, position, term of office, and affiliation with any other outside organizations.
- Most recent Annual Report.
- Most recent filing with the S.E.C. (Form 10-K) and any subsequent filings (Form 10-Q, Form 8-K, etc.)
- Latest available interim financial statements.
- The notice to shareholders and proxy statement for both the last and next scheduled annual meeting.
- Most recent prospectus.

#### **NOTICE TO THE APPLICANT – PLEASE READ CAREFULLY**

THE UNDERSIGNED AUTHORIZED OFFICER OF THE APPLICANT DECLARES THAT THE STATEMENTS SET FORTH HEREIN ARE TRUE. THE UNDERSIGNED AUTHORIZED OFFICER AGREES THAT IF THE INFORMATION SUPPLIED ON THIS APPLICATION CHANGES BETWEEN THE DATE OF THIS APPLICATION AND THE EFFECTIVE DATE OF THE INSURANCE. HE/SHE (UNDERSIGNED) WILL, IN ORDER FOR THE INFORMATION TO BE ACCURATE, ON THE EFFECTIVE DATE OF THE INSURANCE, IMMEDIATELY NOTIFY THE INSURER OF SUCH CHANGES, AND THE INSURER MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS AND/OR AUTHORIZATIONS OR AGREEMENTS TO BIND THE INSURANCE.

SIGNING OF THIS APPLICATION DOES NOT BIND THE APPLICANT OR THE INSURER TO COMPLETE THE INSURANCE, BUT IT IS AGREED THAT THIS APPLICATION SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED AND IT WILL BE ATTACHED TO AND BECOME A PART OF THE POLICY.

ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE INSURER IN CONJUNCTION WITH THIS APPLICATION FORM ARE HEREBY INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART HEREOF.

**NOTICE TO APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL PENALTIES.

**NOTICE TO ARKANSAS, NEW MEXICO AND WEST VIRGINIA APPLICANTS:** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT, OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

**NOTICE TO COLORADO APPLICANTS:** IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AUHTORITIES.

**NOTICE TO DISTRICT OF COLUMBIA APPLICANTS:** WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON, PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

**NOTICE TO FLORIDA APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

**NOTICE TO KENTUCKY APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON, FILES A STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT, MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, SUBJECT TO CRIMINAL PROSECUTION AND CIVIL PENALTIES.

**NOTICE TO LOUISIANA APPLICANTS:** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN  
PUB.001 (8/07 Ed.)

APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

**NOTICE TO MAINE APPLICANTS:** IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS.

**NOTICE TO NEW JERSEY APPLICANTS:** ANY PERSON WHO INCLUDES ANY FALSE AND MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

**NOTICE TO OHIO APPLICANTS:** ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE/SHE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

**NOTICE TO OKLAHOMA APPLICANTS - WARNING:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY (365:15-10, 36 §3613.1).

**NOTICE TO OREGON APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY MATERIALLY FALSE, INCOMPLETE, OR MISLEADING INFORMATION MAY BE GUILTY OF A CRIME.

**NOTICE TO PENNSYLVANIA APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON, FILES A STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT, MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, SUBJECT TO CRIMINAL PROSECUTION AND CIVIL PENALTIES.

**NOTICE TO TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS:** IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

**NOTICE TO VERMONT APPLICANT:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH MAY BE A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

**NOTICE TO NEW YORK APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000) AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

**A POLICY CANNOT BE ISSUED UNLESS THE APPLICATION IS PROPERLY SIGNED BY THE CHAIRMAN OF THE BOARD AND PRESIDENT AND DATED. IF THE CHAIRMAN OF THE BOARD AND PRESIDENT ARE THE SAME INDIVIDUAL, PLEASE HAVE THE APPLICATION SIGNED BY THE CHIEF FINANCIAL OFFICER, CHIEF OPERATING OFFICER OR GENERAL COUNSEL IN LIEU OF THE PRESIDENT.**

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

NAME OF BROKER \_\_\_\_\_

NAME OF AGENCY \_\_\_\_\_

ADDRESS \_\_\_\_\_  
\_\_\_\_\_

LICENSE NUMBER \_\_\_\_\_

SIGNED \_\_\_\_\_



## IRONSHORE INDEMNITY INC.

1 Exchange Plaza  
(55 Broadway) 12<sup>th</sup> Floor  
New York, NY 10006  
(877) IRON411

Policy # \_\_\_\_\_  
Expiring Policy # \_\_\_\_\_

THIS POLICY IS ISSUED BY THE STOCK INSURANCE COMPANY SELECTED ABOVE

### **DIRECTORS AND OFFICERS LIABILITY INSURANCE POLICY WITH PUBLIC COMPANY SECURITIES CLAIMS COVERAGE COSTS OF DEFENSE INCLUDED IN THE LIMIT OF LIABILITY**

#### **DECLARATIONS**

**This is a Claims Made and Reported Policy, please read it carefully. Amounts incurred as Costs of Defense shall reduce the limit of liability available to pay judgments or settlements and shall also be applied against the retention. This Policy does not provide for any duty by the Insurer to defend those Insured under the Policy.**

ITEM 1. COMPANY NAME AND PRINCIPAL ADDRESS:	ITEM 2. POLICY PERIOD: (a) Inception Date - (b) Expiration Date - at 12:01 a.m. both dates at the Principal Address in ITEM 1.
ITEM 3. LIMIT OF LIABILITY (inclusive of <b>Costs of Defense</b> ): \$ _____ aggregate Limit of Liability for all <b>Claims</b> made or deemed made during the <b>Policy Period</b> .	
ITEM 4. RETENTIONS:  (a) <b>Claims</b> , including an <b>Employment Practices Claim</b> , other than a <b>Securities Claim</b> \$ _____  (b) A <b>Securities Claim</b> \$ _____  (c) A Retention shall not apply to a non indemnifiable <b>Loss</b> .	
ITEM 5. PREMIUM \$ _____	
ITEM 6. FORMS AND ENDORSEMENTS ATTACHED AT ISSUANCE:	

ITEM 7. PENDING AND PRIOR DATE:	
ITEM 8. <b>INSURER:</b>	
ADDRESS:	c/o Ironshore Insurance Services, LLC 1 Exchange Plaza (55 Broadway) New York, NY 10006
ITEM 9. BROKER:	
ADDRESS:	
LICENSE NUMBER:	

The Declarations, the signed and completed **Application** and the Policy, with endorsements will constitute the contract between the **Insured** and the **Insurer** and this Policy is not valid unless signed below by a duly authorized representative of the **Insurer**.

Date:

By: \_\_\_\_\_  
Authorized Representative

Issuing Office:

Issued Date:



## **IRONSHORE INDEMNITY INC.**

1 Exchange Plaza  
(55 Broadway) 12<sup>th</sup> Floor  
New York, NY 10006  
(877) IRON411

### **THIS IS A CLAIMS MADE AND REPORTED POLICY WITH COSTS OF DEFENSE INCLUDED IN THE LIMIT OF LIABILITY PLEASE READ THE ENTIRE POLICY CAREFULLY**

### **DIRECTORS AND OFFICERS LIABILITY INSURANCE POLICY WITH PUBLIC COMPANY SECURITIES CLAIMS COVERAGE**

In consideration of the payment of the premium and in reliance upon all statements made and information furnished to the **Insurer** shown in the Declarations, including the statements made in the **Application**, and subject to all terms, conditions and limitations of this Policy, the **Insureds** and **Insurer** agree:

#### **Section I. Insuring Agreements**

- A.** The **Insurer** shall pay on behalf of an **Insured Person** all **Loss** which the **Insured Person** shall be legally obligated to pay as a result of a **Claim** first made against the **Insured Person** during the **Policy Period** or the Discovery Period for a **Wrongful Act**, and reported to the **Insurer** pursuant to Section VII, except for any **Loss** which the **Company** actually pays as indemnification.
- B.** The **Insurer** shall pay on behalf of the **Company** all **Loss** which the **Company** shall be legally obligated to pay as a result of a **Claim** first made against an **Insured Person** during the **Policy Period** or the Discovery Period for a **Wrongful Act**, and reported to the **Insurer** pursuant to Section VII, but only to the extent the **Company** is required or permitted by law, to the fullest extent possible, to indemnify the **Insured Person**.
- C.** The **Insurer** shall pay on behalf of the **Company** all **Loss** which the **Company** shall be legally obligated to pay as a result of a **Securities Claim** first made against the **Company** during the **Policy Period** or the Discovery Period for a **Wrongful Act**, and reported to the **Insurer** pursuant to Section VII.

#### **Section II. Definitions**

- A.** “**Application**” shall mean each and every signed application submitted to the **Insurer** for consideration of insurance together with any attachments to such applications, other materials submitted therewith or incorporated therein, and any other documents submitted in connection with the underwriting of this Policy.

**“Application”** shall also mean any public documents filed by the **Company** within the past 36 months with any federal, state, local or foreign governmental entity.

**B. “Claim”** shall mean:

(1) a civil, criminal, governmental, regulatory, administrative, or arbitration proceeding made against any **Insured Person** seeking monetary or non-monetary relief and commenced by the service of a complaint or similar pleading, the return of an indictment, or the receipt or the filing of a notice of charges or similar document, including any proceeding initiated against any Insured before the Equal Employment Opportunity Commission, or any similar governmental body, or other written demand for monetary or non-monetary relief made against any **Insured Person**. However, in no event shall the term **“Claim”** include any labor or grievance proceeding which is subject to a collective bargaining agreement.

(2) a **Securities Claim** made against any **Insured**.

**C. “Company”** shall mean the **Corporation** and any **Subsidiary**.

**D. “Corporation”** shall mean the entity named in Item 1 of the Declarations.

**E. “Costs of Defense”** shall mean reasonable and necessary legal fees, costs and expenses incurred in the investigation, defense or appeal of any **Claim**, including the costs of an appeal bond, attachment bond or similar bond (but the **Insurer** shall not have any obligation to apply for or furnish such bonds); provided, however, **Costs of Defense** shall not include salaries, wages, overhead or benefit expenses associated with any **Insured**.

**F. “Directors”** and **“Officers”** shall mean all persons who were, now are, or shall be directors and/or officers (or foreign equivalent) of the **Company**.

**G. “Domestic Partners”** shall mean any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law or under the provisions of any formal program established by the **Company**.

**H. “Employment Practices Claim”** shall mean any **Claim** brought by or on behalf of any past, present or future employee of the **Company** or **Outside Entity**, or any applicant for employment with the **Company** or **Outside Entity** alleging an **Employment Practices Wrongful Act**.

**I. “Employment Practices Wrongful Act”** shall mean:

- (1) wrongful dismissal, discharge or termination of employment, whether actual or constructive;
- (2) employment related misrepresentation;

- (3) sexual or workplace harassment of any kind;
- (4) discrimination;
- (5) wrongful failure to employ or promote;
- (6) wrongful discipline;
- (7) wrongful deprivation of career opportunity, including defamatory statements made in connection with an employee reference;
- (8) failure to grant tenure;
- (9) negligent evaluation;
- (10) failure to provide adequate workplace or employment practices and procedures;
- (11) wrongful retaliation;
- (12) employment related libel, slander, defamation, or invasion of privacy; or
- (13) violation of an individual's civil rights relating to any of the above.

**J.** “**Financial Insolvency**” shall mean the **Company** becoming a debtor in possession, or the appointment of a receiver, conservator, liquidator, trustee, rehabilitator or similar official to control, supervise, manage or liquidate the **Company**.

**K.** “**Insured**” shall mean an **Insured Person** and the **Company**.

**L.** “**Insured Person**” shall mean **Directors** and **Officers**.

**M.** “**Insurer**” shall mean the company stated in Item 8 of the Declarations.

**N.** “**Loss**” shall mean compensatory damages, punitive or exemplary damages, the multiple portion of any multiplied damage award, judgments, settlements and **Costs of Defense**, provided, however, **Loss** shall not include criminal or civil fines or penalties, taxes, or any matter which may be deemed uninsurable under the law pursuant to which this Policy shall be construed. It is understood and agreed that the enforceability of the foregoing coverage shall be governed by such applicable law which most favors coverage for punitive or exemplary damages or the multiple portion of any multiplied damage award.

**Loss** shall not include any portion of damages, judgments or settlements arising out of any **Claim** alleging that the **Company** paid an inadequate price or consideration for the purchase of securities.

**O.** “**Outside Entity**” shall mean any not-for-profit entity.



- P** “**Policy Period**” shall mean the period from the inception date of this Policy to the expiration date of this Policy as set forth in Item 2 of the Declarations, or its earlier termination if applicable.
- Q.** “**Pollutants**” shall mean any substance located anywhere in the world exhibiting any hazardous characteristics as defined by, or identified on any list of hazardous substances issued by, the United States Environmental Protection Agency or any state, county, municipality or locality counterpart thereof. Such substances shall include, without limitation, solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste materials. **Pollutants** shall also mean any other air emission, odor, waste water, oil or oil products, infectious or medical waste, asbestos or asbestos products and any noise.
- R.** “**Pollution**” shall mean the actual, alleged or threatened discharge, release, escape or disposal of **Pollutants** into or on real or personal property, water or the atmosphere. **Pollution** also means any direction or request that the **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, or any voluntary decision to do so.
- S.** “**Related Wrongful Acts**” shall mean **Wrongful Acts** which are the same, related or continuous, or **Wrongful Acts** which arise from a common nucleus of facts. **Claims** can allege **Related Wrongful Acts** regardless of whether such **Claims** involve the same or different claimants, **Insureds** or legal causes of action.
- T.** “**Securities Claim**” shall mean any **Claim** (including a civil lawsuit or criminal proceeding brought by the Securities and Exchange Commission, or by any similar state or foreign governmental or securities regulatory entity) made against an **Insured** alleging a violation of any law, regulation or rule, whether statutory or common law, which is:
- (1) brought by any person or entity alleging, arising out of, based upon or attributable to the: (a) purchase or sale of, or (b) offer or solicitation of an offer to purchase or sell, any securities issued by the **Company**, or
  - (2) brought by a security holder of the **Company**, arising solely with respect to such security holder’s interest in such securities of the **Company**, whether directly, by class action, or derivatively on behalf of the **Company**.

Notwithstanding the foregoing, the term “**Securities Claim**” shall include an administrative or regulatory proceeding against the **Company**, but only if and only during the time that such proceeding is commenced and continuously maintained against an **Insured Person**.

The **Insurer** shall not assert that a **Loss** incurred in a **Securities Claim** alleging violations of Section 11 or 12 of the Securities Act of 1933, as amended, constitutes an uninsurable loss and, subject to all other terms and conditions of the

Policy, shall treat that portion of all such settlements, judgments and **Costs of Defense** as constituting **Loss** under the Policy.

U. “**Subsidiary**” shall mean any entity in which the **Company** owns, directly or indirectly, more than fifty percent (50%) of the voting stock:

- (1) on or before the inception date of this Policy;
- (2) subsequent to the inception date of this Policy by reason of being created or acquired by the **Company** after such date, if the entity’s total assets do not exceed fifteen percent (15%) of the total consolidated assets of the **Corporation** as of the inception date of this Policy; or
- (3) subsequent to the inception date of this Policy by reason of being created or acquired by the **Company** other than as described in (2) above, coverage will be provided from the date such **Subsidiary** is created or acquired, provided that the **Corporation**, within ninety (90) days of such creation or acquisition, provides the **Insurer** with written notice thereof and agrees to any premium adjustment and/or coverage revision that may be required by the **Insurer**.

V. “**Wrongful Act**” shall mean:

- (1) any actual or alleged act, omission, error, misstatement, misleading statement, neglect or breach of duty, or **Employment Practices Wrongful Act**, by any **Insured Person** in their capacity as such with the **Company**;
- (2) any matter claimed against any **Insured Person** solely by reason of their capacity as such with the **Company**;
- (3) any matter claimed against any **Insured Person** arising out of their service as a director, officer, trustee or governor of an **Outside Entity**, but only if such service is at the request of the **Company**; or
- (4) any actual or alleged act, omission, error, misstatement, misleading statement, neglect or breach of duty by the **Company**, but only with respect to a **Securities Claim**.

### Section III. Exclusions

The **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured**:

A. alleging, arising out of, based upon or attributable to:

- (1) an **Insured** gaining any profit, advantage or remuneration to which they were not legally entitled; provided however, this exclusion shall only apply when it is finally adjudicated that such conduct occurred; or

- (2) the deliberately fraudulent or criminal acts of an **Insured**; provided, however, this exclusion shall only apply when it is finally adjudicated that such conduct occurred; or
- (3) any profits in fact made from the purchase or sale by an **Insured** of securities of the **Company** within the meaning of Section 16(b) of the Securities Exchange Act of 1934 and amendments thereto or similar provision of any state statutory law; provided, however, this exclusion shall only apply when it is finally adjudicated that such conduct occurred.

Provided, however,

- (a) Exclusion A(1) shall not apply to any **Securities Claim** alleging violations of Section 11 or 12 of the Securities Act of 1933, as amended, to the portion of any **Loss** attributable to such violations.
  - (b) For the purpose of determining the applicability of Exclusion A(1), (2) and (3), it is understood and agreed that:
    - (i) the **Wrongful Act** of an **Insured Person** shall not be imputed to any other **Insured Person**; and
    - (ii) only the **Wrongful Act** of any past, present or future, chief executive officer, chief financial officer, chief operating officer or general counsel (or equivalent) of the **Company** shall be imputed to the **Company**.
- B.** alleging, arising out of, based upon or attributable to any **Wrongful Act** or **Related Wrongful Acts** or any fact, circumstance or situation which has been the subject of any notice or **Claim** given under any other policy of which this Policy is a renewal or replacement;
- C.** alleging, arising out of, based upon or attributable to any pending or prior civil, criminal, administrative or investigative proceeding involving the **Company** and/or any **Insured Person** as of the Pending and Prior Date stated in Item 7 of the Declarations, or any **Wrongful Act** or **Related Wrongful Acts** or any fact, circumstance or situation underlying or alleged in such proceeding;
- D.** for any actual or alleged;
- (1) bodily injury, sickness, disease, or death of any person; or
  - (2) damage to or destruction of any tangible property, including the loss of use thereof; or
  - (3) mental anguish, emotional distress, invasion of privacy, wrongful entry, eviction, false arrest, false imprisonment, malicious prosecution, libel or

slander, however, this subsection (D)(3) does not apply to an **Employment Practice Claim**;

- E.** for any **Wrongful Act** of any **Insured** in connection with any pension or welfare plan of the **Company** or of any other entity, including, without limitation, any **Claim** against any **Insured** for a violation of any of the duties, obligations and responsibilities under the Employee Retirement Income Security Act of 1974, any rules or regulations thereunder or amendments thereto;
- F.** alleging, arising out of, based upon or attributable to a **Wrongful Act** of any **Insured Person** serving as a director, officer, trustee or governor of any entity other than the **Company** or an **Outside Entity**, even if such service is at the direction of the **Company**, unless otherwise endorsed on this Policy;
- G.** for a **Wrongful Act** of any **Insured Person** serving as a director, officer, trustee or governor of an **Outside Entity** if such **Claim** is brought by the **Outside Entity** or by any director, officer, trustee, or governor thereof;
- H.** which is brought by or on behalf of the **Company** or by any **Insured Person**; or which is brought by any security holder or member of the **Company**, whether directly or derivatively, unless such security holder's or member's **Claim** is instigated and continued totally independent of, and totally without solicitation of, or assistance of, or active participation of, or intervention of, the **Company** or any **Insured Person**; provided however, this exclusion shall not apply to:

  - (1) any **Claim** brought by an **Insured Person** in the form of a cross-claim or third-party claim for contribution or indemnity which is part of and results directly from a **Claim** that is covered by this Policy;
  - (2) any **Employment Practices Claim** brought by an **Insured Person**, other than an **Insured Person** who is or was a member of the Board of Directors (or equivalent governing body) of the **Company**;
  - (3) any **Claim** brought by the examiner, trustee, receiver, liquidator, rehabilitator or creditors' committee (or any assignee thereof) of the **Company**, in any bankruptcy proceeding by or against the **Company**;
  - (4) any **Claim** brought by any past **Director** or **Officer** of the **Company** who has not served as a duly elected or appointed director, officer, trustee, governor, management committee member, member of the management board, General Counsel or Risk Manager (or equivalent position) of or consultant for the **Company** for at least four (4) years prior to such **Claim** being first made;
  - (5) any **Claim** brought by a **Director** or **Officer** (or equivalent position) of a **Company** formed and operating in a foreign jurisdiction against such **Company** or any **Director** or **Officer** thereof, provided that such **Claim** is

brought and maintained outside the United States, Canada or any other common law country (including any territories thereof); or

- (6) any **Claim** brought against an **Insured Person** engaging in any protected activity specified in 18 U.S.C. 1514A(a) (“whistleblower” protection pursuant to the Sarbanes-Oxley Act of 2002) or any protected activity specified in any other “whistleblower” protection pursuant to any similar state, local or foreign securities laws.
- I. alleging, arising out of, based upon, or attributable to, directly or indirectly resulting from, or in consequence of, or in any way involving, **Pollution** including but not limited to any **Claim** for financial loss to the **Company**, its security holders or its creditors;
- J. for any **Wrongful Act** of any **Subsidiary** or an **Insured Person** of such **Subsidiary** or any entity that merges with the **Company** or an **Insured Person** of such entity that merges with the **Company** occurring:
  - (1) prior to the date such entity becomes a **Subsidiary** or is merged with the **Company**;
  - (2) subsequent to the date such entity became a **Subsidiary** or was merged with the **Company** which, together with a **Wrongful Act** occurring prior to the date such entity became a **Subsidiary** or was merged with the **Company**, would constitute **Related Wrongful Acts**; or
  - (3) subsequent to the date the **Corporation** ceased to own, directly or indirectly, more than fifty percent (50%) of the voting stock of such **Subsidiary**;
- K. which is insured in whole or in part by another valid policy or policies, (except with respect to any excess beyond the amount or amounts of coverage under such other policy or policies), whether such other policy or policies are stated to be primary, contributory, excess, contingent or otherwise;
- L. for any **Employment Practices Claim** brought against the **Company**.

#### Section IV. **Limit of Liability**

- A. The **Insurer** shall be liable to pay **Loss** in excess of the applicable Retention amount stated in Item 4 of the Declarations up to the Limit of Liability stated in Item 3 of the Declarations.
- B. **Costs of Defense** shall be part of, and not in addition to, the Limit of Liability stated in Item 3 of the Declarations. Such **Costs of Defense** shall serve to reduce the Limit of Liability.

- C. The liability of the **Insurer** for all **Loss** arising from any and all **Claims** first made and reported pursuant to Section VII of the Policy shall be the amount stated in Item 3 of the Declarations which shall be the maximum aggregate Limit of Liability of the **Insurer** for the **Policy Period** and Discovery Period, if applicable, regardless of the time of payment or the number of **Claims**.

## **Section V. Retention**

- A. The Retention shall apply to all covered **Loss**, including **Costs of Defense**.

(1) The Retention specified in Item 4 of the Declarations shall apply as follows:

- a. Item 4(a) Retention is applicable to **Loss** as a result of a **Claim**, including an **Employment Practice Claim**, other than a **Securities Claim**.
- b. Item 4(b) Retention is applicable to **Loss** as a result of a **Securities Claim**.
- c. A Retention shall not apply to a Non Indemnifiable Loss, including **Costs of Defense**.

- B. One Retention shall apply to **Loss** arising from each **Claim** alleging the same **Wrongful Act** or **Related Wrongful Acts**. The **Company** shall be responsible for, and shall hold the **Insurer** harmless from, any amount within the Retention.

- C. More than one **Claim** involving the same **Wrongful Act** or **Related Wrongful Acts** of one or more **Insureds** shall be considered a single **Claim**, and only one Retention shall be applicable to such single **Claim**. All such **Claims** constituting a single **Claim** shall be deemed to have been made on the earlier of the following dates: (1) the earliest date on which any such **Claim** was first made; or (2) the earliest date on which any such **Wrongful Act** or **Related Wrongful Acts** were reported under this Policy or any other policy providing similar coverage.

- D. For the purposes of the application of the Retention, **Loss** applicable to Insuring Agreement I.B. includes that for which indemnification is legally permissible, whether or not actual indemnification is granted. In the event the **Company** is unable to indemnify an **Insured Person** solely by reason of its **Financial Insolvency**, the **Insurer** shall, pursuant to the terms and conditions of Section VI.F, advance **Costs of Defense** incurred by the **Insured Person** without first requiring payment of the Retention applicable to **Claims** covered by Insuring Agreement I.B. The certificate of incorporation, charter or other organization documents of the **Company**, including by-laws and resolutions, shall be deemed to require indemnification and advancement of **Loss** of an **Insured Person** to the fullest extent permitted by law.

## Section VI. Costs of Defense and Settlements

- A. The **Insured** shall not incur **Costs of Defense**, or admit liability, offer to settle, or agree to any settlement in connection with any **Claim** without the express prior written consent of the **Insurer**, which consent shall not be unreasonably withheld. The **Insured** shall provide the **Insurer** with all information and particulars it may reasonably request in order to reach a decision as to such consent. Any **Loss** resulting from any admission of liability, agreement to settle, or **Costs of Defense** incurred prior to the consent of the **Insurer**, shall not be covered hereunder.
- B. Notwithstanding Section VI. A. above, if all **Insureds** are able to settle all **Claims** that are subject to an applicable Retention for an amount that, together with the **Costs of Defense**, does not exceed the applicable Retention, the **Insured** may agree to such a settlement without the prior written consent of the **Insurer**.
- C. The **Insured**, and not the **Insurer**, shall have the duty to defend all Claims, provided that the **Insured** shall only retain counsel as is mutually agreed upon with the **Insurer**.
- D. The **Insurer** shall at all times have the right, but not the duty, to associate with the **Insured** in the investigation, defense or settlement of any **Claim** to which coverage under this Policy may apply. The **Insured** shall cooperate with the **Insurer** and provide the **Insurer** such information as it may reasonably require in the investigation, defense or settlement of any **Claim**.
- E. If a **Claim** made against an **Insured** includes both covered and uncovered matters, or is made against an **Insured** and others not insured, the **Insured** and the **Insurer** recognize that there must be an allocation between covered and uncovered **Loss**. The **Insured** and the **Insurer** shall use their best efforts to agree upon a fair and proper allocation between covered and uncovered **Loss**, taking into account the relative legal and financial exposures, and the relative benefits obtained by each **Insured** as a result of the covered and uncovered matters and/or such benefits to an uninsured party using the same measure. If the **Insured** and the **Insurer** are not able to come to some agreement regarding the amount of the allocation, then the **Insurer** shall pay only those amounts, excess of the applicable Retention amount, which the **Insurer** deems to be fair and equitable until a different amount shall be agreed upon or determined pursuant to the provisions of this Policy and the above standards.
- F. The **Insurer** shall advance **Costs of Defense** prior to the final disposition of any **Claim**, provided such **Claim** is covered by this Policy. Any advancement shall be on the condition that:
  - (1) the appropriate Retention has been satisfied, provided, however, this condition shall not apply in the event of the **Financial Insolvency** of the **Company**;



- (2) any amounts advanced by the **Insurer** shall serve to reduce the Limit of Liability stated in Item 3 of the Declarations to the extent they are not in fact repaid;
- (3) the **Insured** and the **Insurer** have agreed upon the portion of the **Costs of Defense** attributable to covered **Claims** against the **Insured**; provided, however, if there is no agreement, the **Insurer** shall pay, excess of the Retention, what it determines fair and reasonable until such is otherwise established; and
- (4) in the event it is finally established that the **Insurer** has no liability under the Policy for such **Claim**, the **Insured** will repay the **Insurer** all **Costs of Defense** advanced by virtue of this provision.

## **Section VII. Notice of Claim**

- A. The **Insured** shall, as a condition precedent to their rights under this Policy, give the **Insurer** notice in writing of any **Claim** which is made during the Policy **Period**. Such notice shall be given as soon as practicable but in no event later than thirty (30) days after the end of the **Policy Period** or Discovery Period, if applicable. If notice is provided pursuant to this Section, any **Claim** subsequently made against an **Insured** and reported to the **Insurer** alleging, arising out of, based upon or attributable to the prior noticed **Claim** or alleging any **Related Wrongful Acts**, shall be considered related to the prior **Claim** and made at the time notice of the prior **Claim** was first provided.
- B. If during the **Policy Period** or during the Discovery Period (if applicable) the **Company** or an **Insured** shall become aware of any circumstances which may reasonably be expected to give rise to a **Claim** being made against an **Insured** and shall give written notice to the **Insurer** of the circumstances, the **Wrongful Act** allegations anticipated and the reasons for anticipating such a **Claim**, with full particulars as to dates, persons and entities involved, then a **Claim** which is subsequently made against such **Insured** and reported to the **Insurer** alleging, arising out of, based upon or attributable to such circumstances or alleging any **Related Wrongful Acts**, shall be considered made at the time notice of such circumstances was given. Notice of any such subsequent **Claim** shall be given to the **Insurer** as soon as practicable.
- C. In addition to furnishing the notice as provided in Section VII, the **Insured** shall, as soon as practicable, furnish the **Insurer** with copies of reports, investigations, pleadings and other papers in connection therewith.
- D. Notice to the **Insurer** as provided in Section VII shall be given to the **Insurer** identified in and to the address stated in Item 8 of the Declarations.



## Section VIII. Discovery Period

- A. In the event the **Insurer** or the **Corporation** refuses to renew this Policy, the **Corporation** shall have the right, upon payment of one hundred percent (100%) of the annual premium, (or if the **Policy Period** is other than annual, one hundred percent (100%) of the annualized premium), to an extension of the coverage provided by this Policy with respect to any **Claim** first made against any **Insured** during the period of twelve (12) months after the end of the **Policy Period** and reported to the **Insurer** pursuant to the provisions of this Policy, but only with respect to any **Wrongful Act** committed or alleged to have been committed before the end of the **Policy Period**. This twelve (12) month period shall be referred to in this Policy as the Discovery Period.
- B. As a condition precedent to the right to purchase the Discovery Period, the total premium for this Policy must have been paid, and a written request together with payment of the appropriate premium for the Discovery Period must be provided to the **Insurer** no later than thirty (30) days after the end of the **Policy Period**.
- C. The fact that the coverage provided by this Policy may be extended by virtue of the purchase of the Discovery Period shall not in any way increase the Limit of Liability stated in Item 3 of the Declarations. For purposes of the Limit of Liability, the Discovery Period is considered to be part of, and not in addition to, the **Policy Period**.

## Section IX. General Conditions

- A. Cancellation or Non-Renewal
  - (1) This Policy may be cancelled by the **Corporation** at any time by written notice to the **Insurer**. Upon cancellation, the **Insurer** shall retain the customary short rate portion of the premium, unless this Policy is converted to Run-Off pursuant to Section IX.D. wherein the entire premium for this Policy shall be deemed earned.
  - (2) This Policy may only be cancelled by the **Insurer** if the **Corporation** does not pay the premium when due. The **Insurer** shall mail or deliver notice of cancellation to the **Corporation** at least ten (10) days before the effective date of cancellation.
  - (3) If the **Insurer** elects not to renew this Policy, the **Insurer** shall provide the **Corporation** with no less than sixty (60) days advance notice thereof.
- B. Application

It is agreed by the **Company** and the **Directors and Officers** that the particulars and statements contained in the **Application** and any information provided

therewith (which shall be on file with the **Insurer** and be deemed attached hereto as if physically attached hereto) are the basis of this Policy and are to be considered as incorporated in and constituting a part of this Policy. It is further agreed by the **Company** and the **Directors** and **Officers** that the statements in the **Application** or in any information provided therewith are their representations, that they are material and that this Policy is issued in reliance upon the truth of such representations. Knowledge of any **Insured Person** of a misstatement or omission in the **Application**, shall not be imputed to any other **Insured Person** for purposes of determining the validity of this Policy as to such other **Insured Person**.

**C. Action Against the Insurer**

- (1) No action shall be taken against the **Insurer** unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this Policy, and until the obligation of the **Insured** to pay shall have been finally determined by an adjudication against the **Insured** or by written agreement of the **Insured**, claimant and the **Insurer**.
- (2) No person or organization shall have any right under this Policy to join the **Insurer** as a party to any **Claim** against an **Insured** nor shall the **Insurer** be impleaded by any **Insured** or their legal representative in any such **Claim**.

**D. Conversion to Run-Off Coverage**

If, during the **Policy Period**, a transaction occurs wherein another entity gains control of the **Corporation** through the ownership of more than fifty percent (50%) of the voting stock of the **Corporation**, or the **Corporation** merges into another entity or consolidates with another entity such that the **Corporation** is not the surviving entity, then:

- (1) this Policy shall only apply to **Wrongful Acts** actually or allegedly committed on or before the effective date of such transaction; and
- (2) the entire premium for this Policy shall be deemed earned as of the date of such transaction.

**E. Outside Entity Provision**

In the event a **Claim** is made against any **Insured Person** arising out of their service as a director, officer, trustee or governor of an **Outside Entity**, coverage as may be afforded under this Policy shall be excess of any indemnification provided by the **Outside Entity** and any insurance provided to the **Outside Entity** which covers its directors, officers, trustees or governors.

**F. Coverage Extensions**

(1) Lawful Spouse or Domestic Partner Provision

The coverage provided by this Policy shall also apply to the lawful spouse or **Domestic Partner** of an **Insured Person**, but only for a **Claim** arising out of any actual or alleged **Wrongful Acts** of such **Insured Person**.

(2) Worldwide Provision

The coverage provided under this Policy shall apply worldwide. The term **Directors** and **Officers** is deemed to include individuals who serve in equivalent positions in foreign Subsidiaries.

(3) Estates and Legal Representatives

a. The coverage provided by this Policy shall also apply to the estates, heirs, legal representatives or assigns of any **Insured Person** in the event of their death, incapacity or bankruptcy, but only for **Claims** arising out of any actual or alleged **Wrongful Acts** of any **Insured Person**.

b. In the event a bankruptcy proceeding shall be instituted by or against the **Company**, the resulting debtor-in-possession (or equivalent status outside the United States of America) shall be deemed to be the **Company**, but only with respect to coverage provided under Insuring Agreements I. B. and C.

**G.** Priority of Payments

(1) In the event of **Financial Insolvency**, or the refusal of the **Corporation** to indemnify or advance the indemnification of an **Insured Person**, and there is **Loss** arising from one or more covered **Claims** for which payment is due under this Policy, the **Insurer** shall:

a. first pay such **Loss** for which coverage is provided under Section I.(A) of this Policy; then

b. with respect to whatever remaining amount of the Limit of Liability is available after payment pursuant to Section G(1)(a) above, pay such **Loss** for which coverage is provided under any other Insuring Agreement of this Policy.

(2) Subject to the provisions of paragraph (1) above, the **Insurer** shall, at the written request of the **Corporation**, delay payment of **Loss** for which coverage is provided under any Insuring Agreement other than Section I (A) until such time as the **Corporation** designates; provided the liability of the **Insurer** with respect to such delayed payment shall not be increased, and shall not include any interest as a result of such delay. The **Corporation** shall provide written notice to the **Insurer** when such

delayed payment shall be made. Such written notice shall be deemed consent from all **Insureds**, including all **Insured Persons**, to release such payment and the **Insurer** shall have no further obligation under this Policy with respect to such funds.

**H.** Subrogation

In the event of any payment under this Policy, the **Insurer** shall be subrogated to all of the **Insureds'** rights of recovery and the **Company** and **Insured Persons** shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents as may be necessary to enable the **Insurer** to effectively bring suit in the name of any **Insured Person** or the **Company**.

**I.** Dispute Resolution

In the event any dispute arises in connection with this Policy that cannot be resolved, the **Insurer** and the **Insured** shall participate in a non-binding mediation in which the **Insurer** and the **Insureds** shall attempt in good faith to resolve such dispute. Either the **Insured** or the **Insurer** shall have the right to commence a judicial proceeding or, if the parties agree, a binding arbitration, to resolve such dispute. However, no judicial proceeding or arbitration shall be commenced until termination of the mediation and until at least 90 days has passed from the termination of the mediation. Each party will bear its own legal fees and expenses. The costs and expenses of a mediation, or any arbitration, shall be split equally by the parties.

**J.** Assignment

Assignment of interest under this Policy shall not bind the **Insurer** until its consent is endorsed hereon.

**K.** Conformity to Statute

Any terms of this Policy which are in conflict with the terms of any applicable laws are hereby amended to conform to such laws.

**L.** Entire Agreement

By acceptance of this Policy, all **Insureds** and the **Insurer** agree that this Policy (including the Declarations, **Application** submitted to the **Insurer** and any information provided therewith) and any written endorsements attached hereto constitute the entire agreement between the parties. The terms, conditions and limitations of this Policy can be waived or changed only by written endorsement.

**M.** Corporation Represents Insured

By acceptance of this Policy, the **Corporation** shall be designated to act on behalf of all **Insureds** for all purposes including, but not limited to, the giving and receiving of all notices and correspondence, the cancellation or non-renewal of this Policy, the payment of premiums, and the receipt of any return premiums that may be due under this Policy.

**N.** Representative of the Insurer

Ironshore Insurance Services, LLC, 1 Exchange Plaza (55 Broadway), New York, NY 10006 shall act on behalf of the **Insurer** for all purposes including, but not limited to, the giving and receiving of all notices and correspondence, provided, however, notice of **Claims** shall be given pursuant to Section VII of the Policy.

**O.** Service of Suit

In the event of the failure of the **Insurer** to pay any amount claimed to be due hereunder, the **Insurer**, at the request of the **Insured**, will submit to the jurisdiction of any court of competent jurisdiction within the United States. Nothing in this condition constitutes or shall be understood to constitute a waiver of the right of the **Insurer** to commence an action in any court of competent jurisdiction within the United States, to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States.

Service of process in any such suit may be made upon Ironshore Insurance Services, LLC, 1 Exchange Plaza (55 Broadway), New York, NY 10006. In any suit instituted against the **Insurer** upon this Policy the **Insurer** will abide by the final decision of such court or of any appellate court in the event of any appeal.

Pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the **Insurer** hereby designates the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, or his or her successor or successors in office, as its true and lawful attorney upon whom may be served lawful process in any action, suit or proceeding instituted by or on behalf of the **Insured** or any beneficiary hereunder arising out of this Policy, and hereby designates the above named Ironshore Insurance Services, LLC, 1 Exchange Plaza (55 Broadway), New York, NY 10006 as the entity to whom said officer is authorized to mail such process or a true copy thereof.

**P.** Bankruptcy

Bankruptcy or insolvency of the **Company** or any **Insured Person** shall not relieve the **Insurer** of any of its obligations under this Policy.

**Q.**   Headings

The descriptions in the headings of this Policy form no part of the terms and conditions of the coverage under this Policy.

**IRONSHORE INDEMNITY INC.**

1 Exchange Plaza  
(55 Broadway) 12<sup>th</sup> Floor  
New York, NY 10006  
(877) IRON411

**ENDORSEMENT #****Policy Number:****Effective Date of Endorsements:**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.**

**ADDITION TO THE TERM "SUBSIDIARY"  
(NO ADDITIONAL PREMIUM)**

In consideration of the premium charged, it is hereby understood and agreed that Section II. Definitions U. "**Subsidiary**" is hereby amended to include the following:

SubsidiaryPending and Prior Date

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED

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Authorized Representative

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Date



**IRONSHORE INDEMNITY INC.**

1 Exchange Plaza  
(55 Broadway) 12<sup>th</sup> Floor  
New York, NY 10006  
(877) IRON411

**ENDORSEMENT #:**

Policy Number:  
Endorsement:

Effective Date of

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.**

**ADDITION TO THE TERM "SUBSIDIARY"**

In consideration of the additional premium of \$\_\_\_\_, it is hereby understood and agreed that Section II. Definitions U. "**Subsidiary**" is hereby amended to include the following:

Subsidiary

Pending and Prior Date

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED

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Authorized Representative

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Date



**IRONSHORE INDEMNITY INC.**

1 Exchange Plaza  
(55 Broadway) 12<sup>th</sup> Floor  
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**SUBSIDIARY – AUTO SUBSIDIARY THRESHOLD DECREASED**

In consideration of the premium charged, it is hereby understood and agreed that Section II. Definitions U. “**Subsidiary**” (2) is deleted in its entirety and replaced with the following:

- (2) subsequent to the inception date of this Policy by reason of being created or acquired by the **Company** after such date, if the entity's total assets do not exceed ten percent (10%) of the total consolidated assets of the **Corporation** as of the inception date of this Policy; or

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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Authorized Representative

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Date

**IRONSHORE INDEMNITY INC.**

1 Exchange Plaza  
(55 Broadway) 12<sup>th</sup> Floor  
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(877) IRON411

**ENDORSEMENT #****Policy Number:****Effective Date of Endorsements:**

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**CAPTIVE INSURANCE COMPANY EXCLUSION**

In consideration of the premium charged, it is hereby understood and agreed that the **Insurer** shall not be liable to make any payments for **Loss** in connection with any **Claim** made against any **Insured** alleging, arising out of, based upon or attributable to the ownership, management, operation or control by the **Company** of any captive insurance company or entity, including but not limited to any **Claim** alleging the insolvency or bankruptcy of the **Company** as a result of such ownership, management, operation or control.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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Authorized Representative

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Date

**IRONSHORE INDEMNITY INC.**

1 Exchange Plaza  
(55 Broadway) 12<sup>th</sup> Floor  
New York, NY 10006  
(877) IRON411

**ENDORSEMENT #**

**Policy Number:**  
**Endorsements:**

**Effective Date of**

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**COMMISSIONS EXCLUSION**

In consideration of the premium charged, it is hereby understood and agreed that the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured** alleging, arising out of, based upon, or attributable to any:

- (i) Payment, commission, gratuity, benefit or any other favors to or for the benefit of any full or part-time domestic or foreign government or armed services official, agent, representative, employee or any member of their family or any entity with which they are affiliated; or
- (ii) Payment, commission, gratuity, benefit or any other favor to or for the benefit of any full or part-time official, director, agent, partner, representative, principal shareholder, or owner or employee, or "affiliate" (as that term is defined in The Securities Exchange Act of 1934, including any officer, director, agent, owner, partner, representative, principal shareholder or employee of such affiliate) of any customer of the **Company** or any member of their family or any entity with which they are affiliated; or
- (iii) Political contribution, whether domestic or foreign.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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Authorized Representative

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Date

**IRONSHORE INDEMNITY INC.**

1 Exchange Plaza  
(55 Broadway) 12<sup>th</sup> Floor  
New York, NY 10006  
(877) IRON411

**ENDORSEMENT #**

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Effective Date of

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**EMPLOYMENT PRACTICES CLAIMS EXCLUSION**

In consideration of the premium charged, it is hereby understood and agreed that the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Employment Practices Claim** made against any **Insured**.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS REMAIN UNCHANGED.

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Authorized Representative

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Date

**IRONSHORE INDEMNITY INC.**

1 Exchange Plaza  
(55 Broadway) 12<sup>th</sup> Floor  
New York, NY 10006  
(877) IRON411

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**EXTRADITION COVERAGE**

In consideration of the premium charged, it is understood and agreed that, where permitted by law, Section II. Definitions, B. **Claim** and E. **Costs of Defense**, are amended to include the following:

1. **Claim** also means any:
  - (a) official request for Extradition of any **Insured Person**; or
  - (b) the execution of a warrant for the arrest of an **Insured Person** where such execution is an element of Extradition.
2. **Costs of Defense** also means reasonable and necessary fees, costs and expenses incurred through legal counsel and consented to by the **Insurer** resulting from an **Insured Person** lawfully:
  - (a) opposing, challenging, resisting or defending against any request for or any effort to obtain the Extradition of that **Insured Person**; or
  - (b) appealing any order or other grant of Extradition of that **Insured Person**.
3. "Extradition", as used herein shall mean any formal process by which an **Insured Person** located in any country is surrendered to any other country for trial or otherwise to answer any criminal accusation.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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Authorized Representative

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Date

**IRONSHORE INDEMNITY INC.**

1 Exchange Plaza  
(55 Broadway) 12<sup>th</sup> Floor  
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(877) IRON411

**ENDORSEMENT #****Policy Number:****Effective Date of Endorsements:**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
**INSURED PERSONS AMENDED**

In consideration of the premium charged, it is hereby understood and agreed that Section II. Definitions L. "**Insured Persons**" is amended to include the following, solely in respect to his or her capacity as stated below, as it relates to the "**Company**":

Insured PersonsCapacity

All other terms, conditions, and exclusions remain unchanged

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Authorized Representative

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Date

**IRONSHORE INDEMNITY INC.**

1 Exchange Plaza  
(55 Broadway) 12<sup>th</sup> Floor  
New York, NY 10006  
(877) IRON411

**ENDORSEMENT #**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**MAJOR SHAREHOLDER EXCLUSION**

In consideration of the premium charged it is hereby understood and agreed that the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured** which is brought by any individual or entity that owns or controls (whether beneficially, directly or indirectly) % or more of the outstanding voting stock of the Company (hereinafter "Major Shareholder"); or by any security holder of the **Company** whether directly or derivatively, unless such security holder's **Claim** is instigated and continued totally independent of, and totally without the solicitation of, or assistance of any Major Shareholder.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

## IRONSHORE INDEMNITY INC.

1 Exchange Plaza  
(55 Broadway) 12<sup>th</sup> Floor  
New York, NY 10006  
(877) IRON411



### ENDORSEMENT #

Policy Number:

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

In consideration of the premium charged, it is hereby understood and agreed that the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured**:

- A. alleging, arising out of, based upon, attributable to, or in any way involving, directly or indirectly the hazardous properties of nuclear material, including, but not limited to:
- (1) nuclear material located at any nuclear facility owned by, or operated by or on behalf of, any **Insured**, or discharged or dispersed therefrom; or
  - (2) nuclear material contained in spent fuel or waste which was or is at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of any **Insured**; or
  - (3) the furnishing by any **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility; or
  - (4) claims for damages to the **Company** or its shareholders which alleging, arising out of, based upon, or attributable to, or in any way involving, directly or indirectly, the hazardous properties of nuclear material.
- B.
- (1) which is insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability underwriters, or Nuclear Insurance Association of Canada, or would be insured under any such policy but for its termination or exhaustion of its limit of liability; or,
  - (2) with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the Insured is, or had this Policy not been issued would be entitled to indemnity from the United States of



America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means:

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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Authorized Representative

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Date

**IRONSHORE INDEMNITY INC.**

1 Exchange Plaza  
(55 Broadway) 12<sup>th</sup> Floor  
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(877) IRON411

**ENDORSEMENT #**

**Policy Number:**  
**Endorsements:**

**Effective Date of**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**OUTSIDE ENTITY ENDORSEMENT**

In consideration of the premium charged, it is hereby understood and agreed that Section II. Definitions O. "**Outside Entity**" is amended to include the following:

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

**IRONSHORE INDEMNITY INC.**

1 Exchange Plaza  
(55 Broadway) 12<sup>th</sup> Floor  
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**PENDING AND PRIOR LITIGATION AND KNOWN WRONGFUL ACTS EXCLUSION  
FOR EXCESS LIMITS**

In consideration of the premium charged, it is hereby understood and agreed that with respect to \$ \_\_\_\_\_ excess of \$ \_\_\_\_\_ of the Limit of Liability stated in the Declarations, the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured**:

- (a) alleging, arising out of, based upon or attributable to, any civil, criminal, administrative or investigative proceeding pending or prior to \_\_\_\_\_, or any **Wrongful Act** or Related **Wrongful Acts** or any fact circumstance or situation, underlying or alleged in such pending or prior proceeding.
- (b) alleging any **Wrongful Act** occurring prior to \_\_\_\_\_ if any **Insured** knew or could have reasonably foreseen that such **Wrongful Act** could lead to a **Claim** under the limit of liability \$ \_\_\_\_\_ excess of \$ \_\_\_\_\_.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

**IRONSHORE INDEMNITY INC.**

1 Exchange Plaza  
(55 Broadway) 12<sup>th</sup> Floor  
New York, NY 10006  
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**Policy Number:**  
**Endorsements:**

**Effective Date of**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXPANDED POLICY PERIOD**

In consideration of the additional premium of \$ (pro rata amount of the annual premium), it is hereby understood and agreed that the Item 2 of the Declarations entitled POLICY PERIOD is deleted in its entirety and replaced with the following:

POLICY PERIOD: FROM: TO:  
(12:01 A.M. standard time at the address stated in Item 1.)

It is further understood and agreed that the Limit of Liability for the expanded **Policy Period** shall be part of and not in addition to the Limit of Liability stated in the Declarations.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

**IRONSHORE INDEMNITY INC.**

1 Exchange Plaza  
(55 Broadway) 12<sup>th</sup> Floor  
New York, NY 10006  
(877) IRON411

**ENDORSEMENT #**

Policy Number:

Effective Date of Endorsements:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIOR ACTS EXCLUSION**

In consideration of the premium charged, it is hereby understood and agreed that the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** for any **Wrongful Act** which occurred prior to . **Loss** arising out of the same **Wrongful Act** or **Related Wrongful Acts** shall be deemed to arise from the first such **Wrongful Act**

ALL OTHER TERMS, CONDITIONS AND EXCLUSION REMAIN UNCHANGED.

---

Authorized Representative

---

Date

**IRONSHORE INDEMNITY INC.**

1 Exchange Plaza  
(55 Broadway) 12<sup>th</sup> Floor  
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**ENDORSEMENT #****Policy Number:****Effective Date of Endorsements:**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PROFESSIONAL ERRORS & OMISSIONS EXCLUSION  
(With Securities Claim Carve-Out)**

In consideration of the premium charged, it is hereby understood and agreed that the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured** alleging, arising out of, based upon or attributable to the performance of or failure to perform professional services for others for a fee, or any act, error or omission relating thereto.

Notwithstanding the foregoing, it is further understood and agreed that this endorsement shall not apply to any **Securities Claim**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

---

Authorized Representative

---

Date

**IRONSHORE INDEMNITY INC.**

1 Exchange Plaza  
(55 Broadway) 12<sup>th</sup> Floor  
New York, NY 10006  
(877) IRON411

**ENDORSEMENT #**

**Policy Number:**  
**Endorsements:**

**Effective Date of**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**"Run-Off" Coverage**

In consideration of the additional premium of \$\_\_\_\_, it is hereby understood and agreed that upon the "Effective Date" of the "Transaction", coverage under this Policy shall be converted to Run-Off coverage for any **Claim** made against any **Insured** and reported to the **Insurer** during the "Run-Off Period" as set forth below.

Notwithstanding any other provision of the Policy, coverage for a **Claim** made during the Run-Off Period shall apply solely with respect to any **Wrongful Act** committed or alleged to have been committed prior to the Effective Date.

The limit of liability of the Run-Off Period shall be part of, and not in addition to, the Limit of Liability stated in Item 3 of the Declarations.

"Transaction" shall mean \_\_\_\_\_

"Effective Date" shall mean \_\_\_\_\_

"Run-Off Period" shall mean \_\_\_\_\_

"Successor Company" shall mean \_\_\_\_\_

Section II. Definitions, P. "**Policy Period**" is deleted in its entirety and replaced with the following:

P. "**Policy Period**" shall mean the Run-Off Period.

Section V. Retention, B and D are deleted in their entirety and replaced with the following:

B. One Retention shall apply to **Loss** arising from each **Claim** alleging the same **Wrongful Act** or **Related Wrongful Acts**. The **Company** and the Successor Company shall be responsible for, and shall hold the **Insurer** harmless from, any amount within the Retention.

D. For the purposes of the application of the Retention, **Loss** applicable to Insuring Agreement I.B. includes that for which indemnification is legally permissible, whether or not actual indemnification is granted. In the event the **Company** and the Successor Company are unable to indemnify an **Insured Person** solely by reason of its **Financial Insolvency**, the **Insurer** shall, pursuant to the terms and conditions of Section VI.F, advance **Costs of Defense** incurred by the **Insured Person** without first requiring payment of the Retention applicable to **Claims** covered by Insuring Agreement I.B. The certificate of incorporation, charter or other organization documents of the **Company**, including by-laws and resolutions, shall be deemed to require indemnification and advancement of **Loss** of an **Insured Person** to the fullest extent permitted by law.

Section VII.A. Notice of Claim, is deleted in its entirety and replaced with the following:

A. The **Insured** shall, as a condition precedent to their rights under this Policy, give the **Insurer** notice in writing of any **Claim** which is made during the Run-Off Period. Such notice shall be given as soon as practicable within the Run-Off Period. If notice is provided pursuant to this Section, any **Claim** subsequently made against an **Insured** and reported to the **Insurer** alleging, arising out of, based upon or attributable to the prior noticed **Claim** or alleging any **Related Wrongful Acts**, shall be considered related to the prior **Claim** and made at the time notice of the prior **Claim** was first provided.

Section VII.B. Notice of Claim, is deleted in its entirety.

Section VIII. Discovery Period, is deleted in its entirety.

Section IX. General Conditions, A. Cancellation, is deleted in its entirety and replaced with the following:

A. Cancellation

This Policy may only be cancelled in the event of non-payment of premium by the **Corporation**.

Section IX. General Conditions, D. Conversion to Run-Off Coverage, is deleted in its entirety.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THE POLICY REMAIN UNCHANGED.

---

Authorized Representative

---

Date



**IRONSHORE INDEMNITY INC.**

1 Exchange Plaza  
(55 Broadway) 12<sup>th</sup> Floor  
New York, NY 10006  
(877) IRON411

**ENDORSEMENT #****Policy Number:****Effective Date of Endorsements:**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SPECIFIC ENTITY EXCLUSION  
(CLAIMS BROUGHT BY OR AGAINST)**

In consideration of the premium charged, it is hereby understood and agreed that the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any entity listed below, or any director or officer of such entity:

1. (including any subsidiary or affiliate thereof)

It is further understood and agreed that the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** brought by or on behalf of any entity listed below or brought by any director or officer or any security holder of such entity:

1. (including any subsidiary or affiliate thereof)
2. (including any subsidiary or affiliate thereof)

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

---

Authorized Representative

---

Date

**IRONSHORE INDEMNITY INC.**

1 Exchange Plaza  
(55 Broadway) 12<sup>th</sup> Floor  
New York, NY 10006  
(877) IRON411

**ENDORSEMENT #**

**Policy Number:**  
**Endorsements:**

**Effective Date of**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SPECIFIC INDIVIDUAL EXCLUSION**

In consideration of the premium charged, it is hereby understood and agreed that the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** brought by or on behalf of any individual listed below, and/or any entity of which such individual is a director, officer, management committee member or trustee (or equivalent position), or any entity in which such individual owns, or controls, **5%** or more of an equity or debt ownership interest (individually or collectively) either directly or indirectly and/or any past, present or future director or officer (or equivalent position) of such entity.

INDIVIDUAL

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

**IRONSHORE INDEMNITY INC.**

1 Exchange Plaza  
(55 Broadway) 12<sup>th</sup> Floor  
New York, NY 10006  
(877) IRON411

**ENDORSEMENT #****Policy Number:****Effective Date of Endorsements:**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SPECIFIC INVESTIGATION/CLAIM/LITIGATION/EVENT  
OR ACT EXCLUSION**

In consideration of the premium charged, it is hereby understood and agreed that, without limiting the effectiveness of Exclusions B or C of the Policy, the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim**, notice, event, investigation or action referred to below (hereinafter "Events"); the prosecution, adjudication, settlement, disposition, resolution or defense of any Event; any **Claim** arising from an Event; or any **Claim** alleging the same **Wrongful Act** or **Related Wrongful Acts**, or any fact, circumstance or situation in any way relating to any Event.

EVENTS

ALL OTHER TERMS, CONDITIONS AND EXCLUSION REMAIN UNCHANGED.

---

Authorized Representative

---

Date

## IRONSHORE INDEMNITY INC.

1 Exchange Plaza  
(55 Broadway) 12<sup>th</sup> Floor  
New York, NY 10006  
(877) IRON411

### ARKANSAS AMENDATORY ENDORSEMENT

Endorsement forming a part of and attaching to this Directors, Officers, and Public Company Liability Insurance Policy as stated above.

It is hereby understood and agreed that:

1. Subparagraph (2) of Paragraph **A. Cancellation or Non-Renewal of Section IX. General Conditions** is hereby deleted in its entirety and replaced by the following:
  - (2) Should the **Insurer** decide to nonrenew this Policy, then the **Insurer** shall mail written notice of nonrenewal to the **Corporation** at the principal address shown in Item 1. of the Declarations at least sixty (60) days before the end of the **Policy Period**.

Should the **Insurer** revise its rates or rules resulting in a premium increase equal to or greater than twenty-five percent (25%) on any renewal Policy issued for a term of twelve (12) months or less, the **Insurer** shall mail or deliver to the **Corporation's** agent not less than thirty (30) days prior to the effective date of renewal, and to the **Corporation** not less than ten (10) days prior to the effective date of renewal, notice specifically stating the **Insurer's** intention to increase the premium by an amount equal to or greater than twenty-five percent (25%).
2. **Section VII. Notice of Claim** is hereby amended by the addition of the following:
  - E. Notice given by or on behalf of the **Corporation** to any authorized agent of the **Insurer** with specific information to identify the **Insured** is deemed notice of **Claim** to the **Insurer**.
3. Paragraph **A. of Section VII. Notice of Claim** is hereby deleted in its entirety and replaced by the following:
  - A. The **Insured** shall, as a condition precedent to their rights under this Policy, give the **Insurer** notice in writing of any **Claim** which is made during the **Policy Period** or Discovery period. Such notice shall be given as soon as practicable but in no event later than sixty (60) days after the end of the **Policy Period** or Discovery Period, if applicable. If notice is provided pursuant to this Section, any **Claim** subsequently made against an **Insured** and reported to the **Insurer** alleging, arising out of, based upon or attributable to the prior noticed **Claim** or alleging any **Related Wrongful Acts**, shall be considered related to the prior **Claim** and made at the time notice of the prior **Claim** was first provided.

4. Paragraph **B.** of **Section VIII . Discovery Period** is hereby deleted in its entirety and replaced by the following:

B As a condition precedent to the right to purchase the Discovery Period, a written request, together with payment of the appropriate premium for the Discovery Period, must be provided to the **Insurer** no later than sixty (60) days after the end of the **Policy Period**.

5. Paragraph **C.** of **Section VIII. Discovery Period** is hereby deleted in its entirety and replaced by the following:

**C.** For purposes of the Limit of Liability, the Discovery Period is in addition to the Limit of Liability provided during the **Policy Period**. The Limit of Liability for the Discovery Period shall be the greater of the remainder of the expiring policy aggregate limit or 50 % of the aggregate policy limit.

6. **Section IX. General Conditions** is hereby amended by the addition of the following:

The Arkansas Insurance Department can be contacted at the following address and telephone number:

Arkansas Insurance  
Department  
Consumer Services  
Division  
1200 W. 3<sup>rd</sup> Street  
Little Rock, AR 72201-1904  
Telephone (800) 852-5494 or (501) 371-2640

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

<i>SERFF Tracking Number:</i>	<i>WESA-125543455</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Ironshore Indemnity, Inc.</i>	<i>State Tracking Number:</i>	<i>#27358 \$50</i>
<i>Company Tracking Number:</i>	<i>PUB-08-001</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0006 Directors &amp; Officers Liability</i>
<i>Product Name:</i>	<i>Directors &amp; Officers Liability</i>		
<i>Project Name/Number:</i>	<i>Directors &amp; Officers Liability New Program Submission/PUB-08-001</i>		

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: WESA-125543455 State: Arkansas  
Filing Company: Ironshore Indemnity, Inc. State Tracking Number: #27358 \$50  
Company Tracking Number: PUB-08-001  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability  
Product Name: Directors & Officers Liability  
Project Name/Number: Directors & Officers Liability New Program Submission/PUB-08-001

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-Property & Casualty  
**Review Status:** Approved 03/21/2008

**Comments:**

**Attachment:**  
AR NAIC-F.pdf

**Satisfied -Name:** Cover Letter  
**Review Status:** Approved 03/21/2008

**Comments:**

Attached is the cover letter for this submission.

**Attachment:**  
Cover Letter (Rates Exempt).pdf

**Satisfied -Name:** III - Letter of Authorization  
**Review Status:** Approved 03/21/2008

**Comments:**

Attached is the letter of authorization

**Attachment:**  
LOA. Westmont.pdf

**Satisfied -Name:** Forms List  
**Review Status:** Approved 03/21/2008

**Comments:**

Attached is the forms listing for this submission.

**Attachment:**  
AR.pdf

**Satisfied -Name:** Copy of National Specialty Approval  
**Review Status:** Approved 03/21/2008

**Comments:**

Attached is a copy of the approval document for the National Specialty filing.

*SERFF Tracking Number:*      *WESA-125543455*      *State:*      *Arkansas*  
*Filing Company:*      *Ironshore Indemnity, Inc.*      *State Tracking Number:*      *#27358 \$50*  
*Company Tracking Number:*      *PUB-08-001*  
*TOI:*      *17.0 Other Liability - Claims Made/Occurrence*      *Sub-TOI:*      *17.0006 Directors & Officers Liability*  
*Product Name:*      *Directors & Officers Liability*  
*Project Name/Number:*      *Directors & Officers Liability New Program Submission/PUB-08-001*

**Attachment:**

AR Form.pdf





**1. Reserved for Insurance Dept. Use Only**

[illegible]

a. Date the filing is received:	
b. Analyst:	
c. Disposition:	
d. Date of disposition of the filing:	
e. Effective date of filing:	
New Business	
Renewal Business	
f. State Filing #:	
g. SERFF Filing #:	
h. Subject Codes	

3.	Group Name	Group NAIC #

<b>4.</b>	<b>Company Name(s)</b>	<b>Domicile</b>	<b>NAIC #</b>	<b>FEIN #</b>
	Ironshore Indemnity, Inc	TX	23647	41-012140

5.	Company Tracking Number	PUB-08-001
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6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Jennifer Waldron	Supervisor, Westmont Associates, Inc.	(856) 216-0220	(856) 216-0303	jenb@westmontlaw.com
	25 Chestnut Street, Suite 105 Haddonfield, NJ 08033				
7.	Signature of authorized filer		<b>Jennifer Waldron</b>		
8.	Please print name of authorized filer		Jennifer Waldron		

9.	Type of Insurance (TOI),	Please select from the drop down list. 17.0 - Other Liability		
10.	Sub-Type of Insurance (Sub-TOI)	17.0006 - D&O		
11.	State Specific Product code(s) (if applicable) [See State Specific Requirements]	None		
12.	Company Program Title (marketing title)	Directors, Officers and Public Company Liability Insurance		
13.	Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other: _____		
14.	Effective Date(s) Requested	New	Upon Earliest Approval	Renewal: Upon Earliest Approval
15.	Reference Filing?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> (No)	
16.	Reference Organization (if applicable)	n/a		
17.	Reference Organization # & Title	n/a		
18.	Company's Date of Filing	3/13/08		
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved		

## Property & Casualty Transmittal Document ---

20.	<b>This filing transmittal is part of Company Tracking #</b>	PUB-08-001
-----	--	------------

21.	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Submission of forms for Company's Public Company D&O program.

22.	<b>Filing Fees</b> (Filer must provide check # and fee amount if applicable) [if a state requires you to show how you calculated your filing fees, place that calculation below]				
<table><tr><td><b>Check #:</b></td><td>27358</td></tr><tr><td><b>Amount:</b></td><td>\$50.00</td></tr></table>		<b>Check #:</b>	27358	<b>Amount:</b>	\$50.00
<b>Check #:</b>	27358				
<b>Amount:</b>	\$50.00				
<div></div>					
Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.					
***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)					

## FORM FILING SCHEDULE

(This form must be provided **ONLY** when making a filing that includes forms)  
**(Do not refer to the body of the filing for the forms listing, unless allowed by state.)**

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	PUB-08-001			
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	N/A			

  

<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	Directors, Officers and Public Company Application	PUB.001 (8/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Directors & Officers Liability Insurance Policy with Public Company Securities Claims Coverage Declarations	PUB.002 (8/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Directors & Officers Liability Insurance Policy with Public Company Securities Claims Coverage	PUB.003 (8/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Addition of the Term "Subsidiary" (No Additional Premium)	PUB.EX.001 (8/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Addition of the Term "Subsidiary"	PUB.EX.002 (8/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Subsidiary - Auto Subsidiary Threshold Decreased	PUB.EX.003 (8/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Captive Insurance Company Exclusion	PUB.EX.004 (8/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Commissions Exclusion	PUB.EX.005 (8/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Employment Practices Claims Exclusion	PUB.EX.006 (8/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Extradition Coverage	PUB.EX.007 (8/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

## FORM FILING SCHEDULE

(This form must be provided **ONLY** when making a filing that includes forms)  
**(Do not refer to the body of the filing for the forms listing, unless allowed by state.)**

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	PUB-08-001			
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	N/A			

  

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
11	Insured Persons Amended	PUB.EX.008 (8/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
12	Major Shareholder Exclusion	PUB.EX.009 (8/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
13	Nuclear Energy Liability Exclusion Endorsement (Broad Form)	PUB.EX.010 (8/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
14	Outside Entity Endorsement	PUB.EX.011 (8/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
15	Pending & Prior Litigation & Known Wrongful Acts Exclusion for Excess Limits	PUB.EX.12 (8/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
16	Expanded Policy Period	PUB.EX.013 (8/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
17	Prior Acts Exclusion	PUB.EX.014 (8/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
18	Professional Errors & Omissions Exclusion (with Securities Claim Carve-Out)	PUB.EX.015 (8/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
19	"Run-Off" Coverage	PUB.EX.016 (8/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
20	Specific Entity Exclusion (Claims Brought By or Against)	PUB.EX.017 (8/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

## FORM FILING SCHEDULE

(This form must be provided **ONLY** when making a filing that includes forms)  
**(Do not refer to the body of the filing for the forms listing, unless allowed by state.)**

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	PUB-08-001			
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	N/A			

  

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
21	Specific Individual Exclusion	PUB.EX.018 (8/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
22	Specific Investigation/Claim/Litigation/ Event or Act Exclusion	PUB.EX.019 (8/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
23	Arkansas Amendatory Endorsement	PBDO AR (11/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
24			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
25			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
26			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
27			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
28			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
29			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
30			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1



**WESTMONT  
ASSOCIATES, INC.**

March 13, 2008

Department of Insurance  
Property and Casualty Division  
Form and Rate Filings Review

RE: **Ironshore Indemnity, Inc.**  
**NAIC#: 23647/ FEIN#: 41-0121640**  
**Directors, Officers and Public Company Liability Insurance Policy**  
**(Includes Employment Practices Claims Coverage)**  
**New Submission – Form Filing**  
**Company Filing #: PUB-08-001**  
**Effective Date: Upon Earliest Possible Approval**

To Whom It May Concern:

Enclosed please find enclosed Ironshore Indemnity Inc's (the "Company") Directors, Officers, and Public Company Liability Insurance filing for your review and approval. This is a new filing and does not replace any forms currently on file in your jurisdiction. A letter permitting Westmont Associates, Inc. to submit this filing on the Company's behalf is enclosed.

The Company's filing is exactly the same as National Specialty Insurance Company's currently approved Directors, Officers and Public Company Liability Insurance Policy filing submission but with Company identifying information revised accordingly.

The Company is filing the attached Directors, Officers, and Public Company Liability Insurance product filing which provides limits of liability to protect the personal assets of the members of an entity's board of directors, senior executive officers, and/or management committees. Attached are the final forms that will be used with this filing. Please note the rates and rules for this submission are exempt from the Department's review.

Upon approval of the Company's filing, all new and renewal business currently written on National Specialty's paper will be written by Ironshore Indemnity, Inc. A copy of the National Specialty filing approval has been attached for your ease of reference.

Your approval and/or acknowledgement of this submission is respectfully requested. Thank you for your attention to this matter.

Respectfully submitted,

***Jennifer Waldron***

Jennifer Waldron  
Supervisor  
[jenb@westmontlaw.com](mailto:jenb@westmontlaw.com)

Enclosures

cc: N. Stepanski  
A. Cahill



**IRONSHORE INDEMNITY INC.**

1 Exchange Plaza  
(55 Broadway), 12th Floor  
New York, NY 10006  
tel (646) 826 6600  
toll free (877) IRON411  
fax (646) 826 6601  
[www.ironshore.com](http://www.ironshore.com)

December 19, 2007

RE: Ironshore Indemnity Inc.  
NAIC#: 23647  
FEIN#: 41-0121640  
Letter of Authorization  
Filing of Forms, Rates and Rules

In accordance with the applicable statutes and regulations of your state, Nancy Stepanski, Wesley Pohler, Jennifer Waldron and Westmont Associates, Inc. are hereby authorized to file form, rate and rule filings on behalf of the Company.

Please direct all correspondence in relation to these filings directly to Mr. Wesley Pohler of Westmont Associates, Inc., 25 Chestnut Street, Suite 105, Haddonfield, NJ 08033. Should you have any questions concerning these filings, please contact Mr. Pohler at (856) 216-0220, fax (856) 216-0303 or by email at [Wes@westmontlaw.com](mailto:Wes@westmontlaw.com)

Thank you for your assistance in this matter.

Sincerely,

Michael Mitrovic  
Senior Vice President

cc: Peter McKeegan  
Andrew Cahill



## **IRONSHORE INDEMNITY INC.**

### **DIRECTORS & OFFICERS LIABILITY INSURANCE POLICY WITH PUBLIC COMPANY SECURITIES CLAIMS COVERAGE**

#### **FORMS LISTING**

<b>Form Number</b>	<b>Form Title</b>
PUB.001	Application for Insurance
PUB.002	Directors & Officers Liability Insurance Policy With Public Company Securities Claims Coverage With Costs of Defense Included in the Limit of Liability Declarations (Admitted)
PUB.003	Directors & Officers Liability Insurance Policy With Public Company Securities Claims Coverage
PUB.EX.001	Addition to the Term “Subsidiary” (No Additional Premium)
PUB.EX.002	Addition to the Term “Subsidiary”
PUB.EX.003	Subsidiary – Auto Subsidiary Threshold Decreased
PUB.EX.004	Captive Insurance Company Exclusion
PUB.EX.005	Commissions Exclusion
PUB.EX.006	Employment Practices Claims Exclusion
PUB.EX.007	Extradition Coverage
PUB.EX.008	Insured Persons Amended
PUB.EX.009	Major Shareholder Exclusion
PUB.EX.010	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
PUB.EX.011	Outside Entity Endorsement
PUB.EX.012	Pending And Prior Litigation And Known Wrongful Acts Exclusion For Excess Limits
PUB.EX.013	Expanded Policy Period
PUB.EX.014	Prior Acts Exclusion
PUB.EX.015	Professional Errors & Omissions Exclusion (With Securities Claim Carve-Out)
PUB.EX.016	“Run-Off” Coverage
PUB.EX.017	Specific Entity Exclusion (Claims Brought By or Against)
PUB.EX.018	Specific Individual Exclusion
PUB.EX.019	Specific Investigation/Claim/Litigation/Event Or Act Exclusion
PBDO AR	Arkansas Amendatory Endorsement

<i>SERFF Tracking Number:</i>	<i>STNA-125343889</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>National Specialty Insurance Company</i>	<i>State Tracking Number:</i>	<i>#25696 \$50</i>
<i>Company Tracking Number:</i>	<i>PUB-07-001-F</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0006 Directors &amp; Officers Liability</i>
<i>Product Name:</i>	<i>Public Company D&amp;O</i>		
<i>Project Name/Number:</i>	<i>Public Company D&amp;O/PUB-07-001-F</i>		

## Filing at a Glance

Company: National Specialty Insurance Company

Product Name: Public Company D&O

SERFF Tr Num: STNA-125343889

State: Arkansas

TOI: 17.0 Other Liability - Claims

SERFF Status: Closed

State Tr Num: #25696 \$50

Made/Occurrence

Sub-TOI: 17.0006 Directors & Officers Liability Co Tr Num: PUB-07-001-F

State Status: Fees verified and received

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding

Author: Meghan Slenkamp

Disposition Date: 12/07/2007

Date Submitted: 11/01/2007

Disposition Status: Approved

Effective Date Requested (New): On Approval

Effective Date (New):

Effective Date Requested (Renewal): On Approval

Effective Date (Renewal):

## General Information

Project Name: Public Company D&O

Project Number: PUB-07-001-F

Status of Filing in Domicile: Authorized

Domicile Status Comments: Authorized in Texas.

Reference Organization: None

Reference Number: None

Reference Title: n/a

Advisory Org. Circular: n/a

Filing Status Changed: 12/07/2007

Company Status Changed:

State Status Changed: 11/29/2007

Deemer Date:

Created By: Meghan Slenkamp

Submitted By: Meghan Slenkamp

Corresponding Filing Tracking Number:

Filing Description:

Submission of the Company's Public Company D&O product - new program.

## Company and Contact

### Filing Contact Information

Wesley Pohler, Assistant Vice President

wes@westmontlaw.com

25 Chestnut Street

(856) 216-0220 [Phone]

*SERFF Tracking Number:*      *STNA-125343889*      *State:*      *Arkansas*  
*Filing Company:*      *National Specialty Insurance Company*      *State Tracking Number:*      *#25696 \$50*  
*Company Tracking Number:*      *PUB-07-001-F*  
*TOI:*      *17.0 Other Liability - Claims Made/Occurrence*      *Sub-TOI:*      *17.0006 Directors & Officers Liability*  
*Product Name:*      *Public Company D&O*  
*Project Name/Number:*      *Public Company D&O/PUB-07-001-F*

Haddonfield, NJ 08033

**Filing Company Information**

National Specialty Insurance Company  
8200 Anderson Boulevard

CoCode: 22608  
Group Code: 93

State of Domicile: Texas  
Company Type: Property &  
Casualty

Fort Worth, TX 76120  
(800) 877-4567 ext. [Phone]

Group Name:  
FEIN Number: 75-2816775  
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State ID Number:

*SERFF Tracking Number:*      *STNA-125343889*      *State:*      *Arkansas*  
*Filing Company:*      *National Specialty Insurance Company*      *State Tracking Number:*      *#25696 \$50*  
*Company Tracking Number:*      *PUB-07-001-F*  
*TOI:*      *17.0 Other Liability - Claims Made/Occurrence*      *Sub-TOI:*      *17.0006 Directors & Officers Liability*  
*Product Name:*      *Public Company D&O*  
*Project Name/Number:*      *Public Company D&O/PUB-07-001-F*

## **Filing Fees**

*Fee Required?*      Yes  
*Fee Amount:*      \$50.00  
*Retaliatory?*      No  
*Fee Explanation:*      \$50.00 form filing fee  
*Per Company:*      No

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
25696	\$50.00	10/31/2007